

DISTRICT OF NEW JERSEY  
UNITED STATES BANKRUPTCY COURT

**Caption in Compliance with D.N.J. LBR 9004-2(c)**

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Attorneys for Creditor,  
Bayview Loan Servicing, LLC

In Re:

Robert C. Miller,  
  
Debtors.

Case No.: 15-18117-ABA

Hearing Date: July 15, 2015

Judge: Hon. Andrew B. Altenburg, Jr.

Chapter: 13

**OBJECTION TO CONFIRMATION OF PLAN**

Bayview Loan Servicing, LLC (hereinafter "Bayview") by its attorneys Schiller & Knapp, LLP, as and for its objection to the Chapter 13 plan of the Debtor, states as follows:

1. The Court has jurisdiction over this objection pursuant to 28 U.S.C. §157(b)(2)(L), 28 U.S.C. §1334, and 11 U.S.C. §§1322 and 1325. This is a core proceeding.

**Background**

2. Bayview is a secured creditor in the above-referenced bankruptcy case. On October 30, 2006, Debtor and Jamie Miller borrowed \$192,000.00 from Bear Sterns Residential Mortgage Corporation. The loan was evidenced by a note, which was secured by a mortgage on real

property commonly known as 9 West Rising Sun Drive, Ocean View, New Jersey 08230. The loan was later assigned to Bayview.

**Basis for Objection to Confirmation of Plan**

3. The Debtor filed for relief under Chapter 13 on April 30, 2015
4. According to the information provided by Bayview the pre-petition arrears were \$156,121.75 as of the date of filing.
5. The Debtor's Chapter 13 Plan fails to mention the loan owed to Bayview, therefore, it is unclear how the Debtor intends to treat Bayview's secured claim. A copy of Debtor's Chapter 13 Plan is annexed hereto and made a part hereof as Exhibit "A"

**Conclusion**

6. As set forth hereinabove, the Debtor's plan does not comply with the provisions of 11 U.S.C. §1322(b)(2) by failing to provide for full payment to Bayview.

**WHEREFORE**, for the reasons set forth hereinabove Bayview, respectfully requests that Debtor's plan not be confirmed as filed. If the Plan is amended to cure Bayview's objection it is respectfully requested that Bayview be allowed attorney's fees in the amount of \$350.00 to be paid through the Plan.

D ATED: July 10, 2015

Bayview Loan Servicing, LLC  
By Its Counsel

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